

Panaji, 15th January, 2004 (Pausa 25, 1925)

SERIES II. No. 42

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### SUPPLEMENT

#### GOVERNMENT OF GOA

Department of Labour

#### Order

No. 28/7/2001-LAB

The following Award dated 18-9-2002 in Reference No. IT/50/2000 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 24th October, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/50/2000

Workmen rep. by the President,  
Goa Mazdoor Union,  
Post Box 119, Dourado Bldg.,  
1st Floor, Near Municipal Market,  
Vasco-da-Gama. ... Workmen/Party I

V/s

The Manager,  
M/s. Topline Writing Instrument  
Pvt. Ltd., Verna Electronic City,  
Verna-Goa. ... Employer/Party II

Workmen/Party I represented by Adv. Shri H. Dourado.

Employer/Party II represented by Adv. Shri M. S. Bandodkar.

Panaji, dated: 18-9-2002.

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 7-7-2000 bearing No. IRM/CON/(92-3-A)/2000/3366 referred the following dispute for adjudication of this Tribunal.

"(I) Whether the following Charter of Demands served on M/s. Topline Writing Instruments Pvt. Ltd., situated at Verna-Goa by Goa Mazdoor Union, Vasco-da-Gama, Goa vide their letter dated 16-11-1999, on behalf of the workmen employed therein, is legal and justified ?

#### DEMANDS:-

(1) **Pay-Scales:-** Each worker should be graded and designated correctly. There should be 3 grades and their scales should be as under:-

| Grade | Designation   | Pay-Scale              |
|-------|---|------------------------|
| (i)   | Operators   | 2100-200-3100-270-4600 |
| (ii)  | Assemblers/Packers with more than 3 years service since joining | 1800-150-2550-210-3600 |
| (iii) | Assemblers/Packers with less than 3 years                       | 1250-100-1750-150-2500 |

(2) **Fitment and Flat Rise:-** After being placed in appropriate grade as shown above, each worker shall be given a fitment and flat rise of Rs. 400/- in the salary and be placed in the appropriate pay-scale to be made applicable from 1-4-1999.

(3) **Fixed Dearness Allowance:-** Each worker be paid a fixed dearness allowance (FDA) at the rate of Rs. 500/- per month, with effect from 1-4-1999.

(4) **Variable Dearness Allowance:-** Each worker be paid a variable dearness allowance at the rate of Rs. 1.50 per point rise over and above base AICPI 1400 points (1960=100), with effect from 1-4-1999, the VDA shall be revised every quarter.

(5) **House Rent Allowance (HRA):-** Each worker be paid a house rent allowance at the rate of 25 per cent of the basic salary, with effect from 1-4-1999.

(6) **Travelling Allowance:-** Each worker be paid travelling allowance of Rs. 500/- per month, with effect from 1-4-1999.

(7) **Bonus:-** Bonus be paid to every worker at the rate of 20 per cent of the gross salary earned.

(8) **Lockers, Rest Room and Eating Room:-** Lockers be provided to each worker and proper and sufficient sized rest room and eating room facilities be provided.

(9) **Compensatory Off (CO):-** Whenever workers work on a Sunday or a Holiday, they should be paid double the wages with a compensatory off which should be given within 10 days of such work forthwith.

(10) **Uniforms and Washing Allowances:-** Each worker be issued two sets of Uniforms per annum. Each worker be paid Rs. 100/- per month towards washing allowance.

(11) **Shoes and Umbrellas/Rain Coats:-** A pair of shoes and an umbrella/rain-coat be issued to each worker every year.

(12) **Leave Facilities:-** Each worker be made eligible for the following leave facilities:-

(a) **Privilege Leave (P.L.):** 30 days per annum with a facility to accumulate upto 100 days.

(b) **Casual Leave (C.L.):** 10 days per annum with a facility to accumulate upto 30 days.

(c) **Sick Leave (S.L.):** 10 days per annum with facilities to accumulate upto 30 days.

(d) **Holidays** : Minimum 15 days per annum.

(13) **Tea and Snacks:-** Each worker be provided tea and snacks twice in each shift.

(14) **Festival Advance:-** Every worker be given a festival advance before a festival of his/her choice at the rate of Rs. 1,500/- per year to be deducted in 5 equal instalments.

(15) **Soap and Towel:-** Each worker be given a toilet soap every month and a hand towel once in 6 months.

(16) **Common Lunch Break:-** Workers be given a common lunch break as before. The lunch break should be between 12.00 noon to 1.00 p. m.

(17) **Confirmation Letters:-** Confirmation letters be given to all workers presently on roll.

(18) **Production Incentive:-** Every worker be paid production incentive as shown below:-

(a) Script pen assembly line worker be paid per shift a fixed incentive of Rs. 5/- for the first 2000 pens completed and thereafter, at the rate of 2 paise per pen;

(b) Glacier pen assembly line worker be paid per shift a fixed incentive of Rs. 5/- for the first 500 pens completed and thereafter, at the rate of 2 paise per pen;

(c) Highlighter pen assembly line worker be paid per shift a fixed incentive of Rs. 5/- for the first 2000 pens completed, and thereafter, at the rate of 0.6 paise per pen.

(19) The Union reserves its right to add, delete and/or modify the demands made above during the course of discussions or before the final settlement. Such settlement should be valid for three years from 1-4-1999.

(II) If, not, to what relief the workmen are entitled?"

2. On receipt of the reference a case was registered under No. IT/50/2000 and registered A.D. notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workmen/Party-I (for short Union) was represented by Adv. Shri H. Dourado and the Employer/Party-II (for short employer) was represented by Adv. Shri M. S. Bandodkar. The Union as well as the employer submitted that the dispute was amicably settled between the

parties and they filed the terms of the settlement dated 22-3-2001 at Exb. 5 and prayed that the consent award be passed in terms of the said settlement. I have gone through the terms of the settlement which are duly signed by the parties and I am satisfied that the said terms are certainly in the interest of the workmen. I, therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 22-3-2001 Exb. 5.

**ORDER**

1. It is agreed between the parties that activities of Topline Writing Instruments Pvt. Ltd., Verna Electronics City, Verna-Goa, stand closed.
2. It is agreed between the parties that, 31 permanent workers who were working with the Company and who have been retrenched by the Company shall be employed by M/s. Ind-Art Materials Pvt. Ltd., Verna Electronics City, Verna on the basis of their work performance and their efficiencies on the same terms and conditions as applicable before retrenchment of services.
3. It is agreed between the parties that these 31 permanent workers shall be entitled to the benefits as per Annexure 'E' to the settlement dated 14-7-2000 signed with the Ind-Art Materials Pvt. Ltd. from 20-7-2000 onwards.
4. It is agreed between the parties that those workers, who do not join the company on or before 20-7-2000, shall loose their lien on the employment of the Company.
5. It is further agreed between the parties that all other terms and conditions other than mentioned in Annexure 'E' to the settlement shall be binding on these workers.
6. In view of the above settlement, entire dispute in connection with the demands raised by the union/workmen is conclusively settled, and it is prayed that an award may be passed in terms of this settlement disposing the reference.

No order as to cost. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

**Order**

No. 28/7/2001-LAB

The following Award dated 19-9-2002 in Reference No. IT/81/2000 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 24th October, 2002.

**IN THE INDUSTRIAL TRIBUNAL**

**GOVERNMENT OF GOA**

**AT PANAJI**

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/81/2000

Shri Jayant Prabhu Dessai,  
Kakoda, Curchorem-Goa. .... Workman/Party-I

V/s

M/s. Hydroflex Equipment Ltd.,  
Kakoda Industrial Estate,  
Curchorem-Goa. .... Employer/Party-II

Workman/Party-I represented by Adv. Shri T. Pereira.

Employer/Party-II represented by Adv. Shri B. G. Kamat.

Panaji, dated: 19-9-2002.

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 15-11-2000 bearing No. IRM/CON/SG/(21)/2000/5693 referred the following dispute for adjudication of this Tribunal.

- 1) Whether the action of the management of M/s. Hydroflex Equipments Ltd., Kakoda, in terminating the services of Shri Jayant P. Dessai, helper, with effect from 8-12-1999 is legal and justified?
- 2) If not, to what relief the workman is entitled?

2. On receipt of the reference a case was registered under No. IT/81/2000 and registered A. D. notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party-I filed his statement of claim at Exb. 5. The facts of the case in brief as pleaded by the workman are that initially he was temporarily appointed in the establishment of the Employer/Party-II (for short 'employer') situated at Kakoda Industrial Estate vide appointment letter dated 22-5-1997. That the workman's appointment was further continued temporarily from time to time and finally vide appointment letter dated 1-4-1998 he was appointed permanently. That on 7-12-1999 at the time of disbursement of wages for the month of November, 1999 he was orally told by the Supervisor Mr. Suryavanshi that his services were no longer required and he should not report for duties. That on the next date i.e. on 8-12-1999 the workman presented himself for work but he was denied entry and thereafter he approached the Head Office at Margao but he was denied the opportunity to meet the senior officer. That subsequently the workman raised the industrial dispute but the conciliation proceedings ended in failure as the employer did not attend the conciliation proceeding. The workman contended that refusal of employment to him w.e.f. 8-12-1999 amounts to termination of services since he was not offered any notice pay or retrenchment compensation, his termination is illegal and unjustified. The workman therefore claimed that he is entitled to reinstatement in service with full back wages. The employer filed written statement at Exb. 6. The employer stated that at no point of time after 7-12-1999 there was a demand made either expressly or impliedly or directly or indirectly by the workman for reinstatement on the management of the employer and consequently there was no industrial dispute raised on the date of the order of reference and therefore the present reference is incompetent and is liable to be rejected. The employer denied that the services of the workman were terminated and stated that the workman absented himself from work since 8-12-1999. The employer stated that the workman was at liberty to join the duties at any time on or before 21-3-2001 or such date as may be directed by this tribunal. The employer denied that on 7-12-1999 the workman was orally told by their Supervisor that the services of the workman were no longer required or that the workman should not report for the duties. The employer denied that on 8-12-1999 the workman presented himself for work or that he was denied entry in the establishment or that thereafter he approached the Head Office at Margao or that he was denied opportunity to meet the senior officer. The employer stated that the workman did not report for duties after 8-12-1999 and he is gainfully employed

elsewhere. The employer stated that since the services of the workman were not terminated, the question of offering notice pay or compensation or his legal dues did not arise. The employer denied that the workman is entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 7.

3. On the pleadings of the parties issues were framed at Exb. 8 and thereafter case was fixed for recording the evidence of the workman. However before the evidence was recorded the parties submitted that they are trying to arrive at an amicable settlement and therefore at the request of both the parties the case was fixed on 9-8-2002 for filing the terms of the settlement by the parties. Accordingly on 9-8-2002 the workman appeared along with his Advocate Shri T. Pereira and Adv. Shri B. G. Kamat appeared on behalf of the employer. They submitted that the dispute between the parties was amicably settled and they filed the terms of settlement dated 9-8-2002 at Exb. 10. Both the parties prayed that award be passed in terms of settlement. I have gone through the terms of the settlement which are duly signed by the parties and their respective Advocates. I am satisfied that the terms of the settlement are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 9-8-2002 Exb. 10.

#### ORDER

1. The workman Shri Jayant Prabhudesai agrees that his services were terminated by the management of M/s. Hydroflex Equipments Ltd. with effect from 7-12-1999 and the said termination is legal and justified.
2. In consideration of above, management of M/s. Hydroflex Equipments Ltd. pays an amount of Rs. 5,000/- (Rupees five thousand only) to the workman by cheque No. 014196 dated 9-8-2002, drawn on Global Trust Bank Ltd., Margao-Goa, who has received the same in settlement of all his demands, claims including claim for re-instatement/re-employment.

No order as to cost. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

**Order**

No. 28/7/2001-LAB

The following Award dated 3-10-2002 in Reference No. IT/53/96 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 29th October, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/53/96

Workmen rep. by the President,  
Goa Trade and Commercial  
Workers Union, Panaji-Goa.

... Workmen/Party-I

V/s

M/s. Welfits Pvt. Ltd.,  
Tivim Industrial Estate,  
Karaswada, Bardez-Goa.

... Employer/Party-II

Workmen/Party-I represented by Adv. Shri Suhas Naik.

Employer/Party-II represented by Adv. Shri P. J. Kamat.

Panaji, dated: 3-10-2002.

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 16th October, 1996 bearing No. IRM/CON-MAP/(20)/95/11475 referred the following dispute for adjudication of this Tribunal.

Whether the action of the management of M/s. Welfits Pvt. Ltd., Tivim Industrial Estate, Karaswada, Bardez-Goa, in terminating the services of Kum. Prabha Sonu Falari and Kum. Anjali Gopal Arondekar, helpers, with effect from 14-3-1994, is legal and justified?

If not, to what relief the workmen are entitled?

2. On receipt of the reference a case was registered under No. IT/53/96 and registered A. D. notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workmen/Party-I (for short "workmen") filed their statement of claim at Exb. 4. The facts of the case in brief as pleaded by the workmen are that the Employer/Party-II (for short "Employer") is engaged in the business of manufacturing shoe uppers and the factory of the employer is situated at Tivim Industrial Estate, Karaswada-Goa and is having registered office at Shanta Building, St. Inez, Panaji-Goa. That the employer refused employment to the workmen w.e.f. 14-3-1994 and the Union namely Goa Trade and Commercial Workers Union raised the dispute on behalf of the workmen by letter dated 30-6-1994. That the Asst. Labour Commissioner, Mapusa issued a notice to the employer on 1st July, 1994 and the employer filed the reply by letter dated 6-7-1994 and in the said reply requested the workmen to approach the factory In-charge or the management at the Head Office, Panaji. That accordingly the workmen reported on various dates at both the places as per the directions of the Asst. Labour Commissioner but they were refused employment by the employer. That various meetings were called by the Asst. Labour Commissioner, Mapusa to resolve the issue but the management did not attend the conciliation proceedings. That before the conciliation officer the workmen contended that termination of their services w.e.f. 14-3-1994 is illegal and unjustified. That since the employer did not participate in the conciliation proceedings the dispute ended in failure and the failure report was submitted by the Asst. Labour Commissioner to the Government on 14-3-1995. The workmen contended that termination of their services by the employer is illegal and unjustified and therefore they are entitled to reinstatement in service with full back wages.

3. The employer filed written statement at Exb. 6. By way of preliminary objections the employer stated that no industrial dispute exists within the meaning of Industrial Disputes Act, 1947 and therefore the reference is liable to be rejected. The employer stated that the Goa Trade and Commercial Workers Union has no locus standi to represent the workmen in the dispute. The employer stated that none of the workmen at any point of time raised any dispute either with the employer or with the Labour Commissioner and therefore the employer was surprised to receive a letter dated 1-7-1994 addressed by the Asst. Labour Commissioner informing that an application has been filed on behalf of the workmen alleging that there exists a dispute and as such the employer requested the Asst. Labour Commissioner to send them a copy of the dispute for further action and also informed the Asst. Labour Commissioner by

letter dated 6-9-1994 to direct the workmen to approach the factory incharge at the factory or at the Head Office at Panaji but nothing was heard from the workmen. The employer denied that the workmen were refused employment and stated that the workmen had abandoned services. The employer stated that in case the workmen were interested in the employment the employer is ready and willing to offer employment to them on the same terms and conditions as were prevailing at the time of abandonment of service by them. The employer denied that the workmen are entitled to any relief as claimed by them. The workmen thereafter filed rejoinder at Exb. 7.

4. On the pleadings of the parties issues were framed at Exb. 8 and thereafter the evidence of the workmen was recorded. After the evidence of the workmen was closed the case was fixed for recording the evidence of the employer. However since inspite of the opportunity given the employer did not lead evidence, the evidence of the employer was closed on 27-11-2000 and the case was fixed for hearing final arguments. Before the final arguments were heard the employer filed an application dated 16-1-2001 for permission to lead evidence in the matter. The workmen filed reply objecting to the application and the case was fixed for hearing arguments on the said application on 30-3-2001. On this date only Adv. Shri Suhas Naik appeared on behalf of the workman and none was present on behalf of the employer. Therefore arguments were heard only from Adv. Shri Suhas Naik representing the workmen and this Court passed an order on 17-4-2001 dismissing the application dated 16-1-2001 filed by the employer. Thereafter the case was fixed for hearing final arguments. At this stage Adv. Shri P. J. Kamat appeared on behalf of the employer and filed an application dated 19-6-2001 praying for setting aside the order dated 17-4-2001. After the workmen had filed reply to the said application the case was fixed for arguments on the application filed by the employer. The case was adjourned from time to time at the request of both the parties on the ground that they were trying to arrive at an amicable settlement. Accordingly at the request of both the parties, the case was fixed on 19-9-2002 for filing the settlement. On this date Adv. Shri Suhas Naik appeared along with the workmen and Adv. Shri P. J. Kamat appeared on behalf of the employer. They submitted that the dispute between the parties was amicably settled and they filed the terms of the settlement dated 19-9-2002 at Exb. 18. Both the parties prayed that award be passed in terms of the said settlement. I have gone through the terms of the settlement which are duly signed by the parties and their respective Advocates. I am satisfied that the terms of the settlement are certainly in the interest of the workmen. I therefore accept the submissions made by

the parties and pass the consent award in terms of the settlement dated 19-9-2002 Exb. 18.

#### ORDER

1. It is agreed between the parties that the services of the workmen namely Ms/ Falari and Ms. Arondekar are treated to have been properly terminated with effect from 31-5-1997 i.e. the date of closure of the establishment and its operation.
2. It is agreed between the parties that 2 employees shall be paid an amount towards notice pay, retrenchment compensation and gratuity as payable on the date of such termination i.e. 31-5-1997 as shown below and which include additional payment towards 75% of the back wages during the intervening period i.e. last working day and the closure of the establishment. That the total amount shown shall be paid on or before 15-10-2002.
  1. Ms. Prabha Falari Rs. 8,567/- + Rs. 16,727/- = Rs. 25,294/-.
  2. Ms. Anjali Arondekar Rs. 9,116/- + Rs. 17,799/- = Rs. 26,915/-.
3. It is agreed that an amount equivalent to 10% of the dues payable to each of the workmen shall be deducted by the employer and paid to Goa Trade and Commercial Workers' Union representing these workmen by Demand Draft drawn in favour of the Union towards union fees on or before 15-10-2002.
4. It is agreed that the acceptance of the dues by individual workpersons in accordance with the terms of this settlement shall amount to authority given to such employee for such deduction mentioned above.
5. It is agreed and declared that the amount payable by the Company to the workpersons in the manner herein above provided for are in full and final settlement and satisfaction of all claims of the workpersons against the company including the claim for compensation for loss of office or otherwise what-so-ever.

No order as to cost. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

**Order**

No. 28/7/2001-LAB

The following Award dated 14-10-2002 in Reference No. IT/62/96 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 29th October, 2002.

**IN THE INDUSTRIAL TRIBUNAL**

**GOVERNMENT OF GOA**

**AT PANAJI**

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/62/96

Shri Sudan B. Naik, Rep. by,  
The General Secretary,  
Kadamba Transport Corp. Workers' Union,  
54, Defence Colony, Alto Porvorim,  
Bardez-Goa. ... Workman/Party-I

V/s

The Managing Director,  
M/s. Kadamba Transport  
Corporation Ltd., Panaji-Goa. ... Employer/Party-II

Workman/Party-I represented by Adv. Shri A. Kundaikar.

Employer/Party-II represented by Adv. Shri A. Palekar.

Panaji, dated: 14-10-2002.

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 1-11-1996 bearing No. IRM/CON-Map/(19)/96/11807 referred the following dispute for adjudication by this Tribunal.

"Whether the action of M/s. Kadamba Transport Corporation Ltd., Panaji, in demoting Shri Sudan B. Naik, from the post of Conductor to that of Helper, with effect from 15-11-1995 is legal and justified?

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/62/96 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman/Party-I (for short "workman") filed his statement of claim which is at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was appointed as a Conductor by the Employer/Party-II (for short, "employer") and he was posted on various depots during the tenure of his service. That during the tenure of his service he worked faithfully and to the best of his ability and his service record was unblemished. That on 5-4-1994 he was on route Panaji-Vengurla on vehicle No. GA-01/X-0072 when the said bus was checked by the Line Checking staff at Vengurla at 9.50 hours and he was issued a default notice for irregularities. That he replied to the default notice by reply dated 14-4-1994 denying the allegations made against him. That however, on 1-2-1994 he was issued with a charge sheet alleging that he was guilty of misconduct under clause No. 28(vi), (xv), (xxv) of the Certified Standing Orders. That he replied to the charge sheet vide reply dated 5-2-1994 denying the charges made against him. That on considering the explanations given by him, the employer decided to conduct an enquiry against him and the Inquiry Officer was directed to submit the enquiry report within a period of one month from the date of the receipt of the order dated 1-3-1994. That despite the said specific directions the Inquiry Officer neglected and failed to submit his report within the stipulated time. On completing the enquiry he was issued a show cause notice dated 20-9-1995 asking him to show cause as to why he should not be dismissed from service. The workman contended that the enquiry was conducted against him in violation of the principles of natural justice. He contended that the Inquiry Officer did not apply his mind and did not assign any reasons as to how the evidence produced by him was not considered credit worthy. That subsequently on 22-9-1994 when he was on route Panaji to Banda on vehicle No. GDX-173 it was intercepted by the Line Checking staff at Patradevi at 13.15 hours and he was issued a default notice for irregularities mentioned therein. That he replied to the said default notice by reply dated 29-9-1994 denying that he had committed any irregularities. That thereafter he received a charge sheet dated 20-10-1994 and he replied to the said charge sheet by reply dated 28-10-1994 denying the charges levelled against him. That an enquiry was conducted into the said charge sheet and the Inquiry Officer failed and neglected to furnish the enquiry report within the time specified nor he gave any explanation to justify the delay in completing the enquiry. That on



completion of the enquiry he was issued a show cause notice dated 24-8-1995 and he replied to the said show cause notice. The workman contended that report of the Inquiry Officer is sketchy and discloses total mis-application of mind and the conclusions derived by him are not supported by reasoning. The workman contended that though two separate show cause notices were issued to him by the General Manager, the action was taken cumulatively in respect of the departmental enquiry whereby he was demoted from the post of Conductor to Helper. The workman contended that the order of the employer demoting him from the post of Conductor to the post of Peon is illegal and unjustified and therefore the same is liable to be set aside. The workman claimed that he is entitled to the difference in wages from the date of demotion till he is relegated to the post of Conductor and to the other consequential benefits attached to the post which he would have received if not illegally demoted.

3. The employer filed written statement at Exb. 7. The employer admitted that the workman was appointed as a Conductor. The employer stated that initially he was appointed on daily wages from 25-4-1994 and then he was taken on probation by order dated 15-9-1984 w.e.f. 1st September, 1984. The employer stated that ever since the appointment of the workman he used to misappropriate the revenue of the employer and manipulate the records. The employer stated that the workman had committed number of misconducts for which he was warned and fined. The employer stated that on completion of the departmental enquiries relating to the charge sheets issued to him the Inquiry Officer submitted their findings holding that the charges were proved against the workman and thereafter show cause notices dated 20-9-1995 and 24-9-1995 were issued to him. The employer stated that the reply received from the workman was found far from satisfactory. However, the employer took a lenient view and vide order dated 15-11-1995 the workman was demoted though the misconducts were sufficient for his dismissal from service. The employer contended that demotion of the workman from the post of conductor to the post of helper is legal and justified and therefore the workman is not entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 8.

4. On the pleadings of the parties issues were framed at Exb. 9 and the issue Nos. 1 and 2 were tried as preliminary issues because the issue No. 1 was relating to the fairness of the enquiry and the issue No. 2 was relating to the findings of the Inquiry Officer. The workman led his evidence on the preliminary issues and thereafter the case was fixed for the evidence of the employer. The employer examined one witness on preliminary issues and the case was fixed for further evidence of the employer on the said issues. Before the evidence of the employer was completed the parties submitted that they are trying

to arrive at a amicable settlement and at the request of the parties the case was fixed on 30-9-2000 for filing the terms of the settlement. On this date Adv. Shri Kundaikar appeared on behalf of the workman and Adv. Shri A. Palekar appeared on behalf of the employer. They submitted that dispute between the parties was amicably settled and they filed the terms of settlement dated 30-9-2002 at Exb. 15 and they prayed that award be passed in terms of the settlement. I have gone through the terms of the settlement which are duly signed by the parties and their respective advocates. I am satisfied that the said terms are certainly in the interest of the workman. I, therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 30-9-2002 Exb. 15.

#### ORDER

1. The Workman/Party-I was demoted to the post of Helper in the pay scale of Rs. 2550-55-2660-60-3200/-. During the pendency of the reference the Workman/Party-I was reverted back to the feeder post of Conductor in the scale of Rs. 3050-75-3950-80-4590, without any difference in wages.
2. It is agreed between the parties that the period of demotion till reversion to cadre post of Conductor shall be computed in the grade of the Conductor.
3. It is agreed between the parties that the Employer/Party-II shall pay an amount of Rs. 21,000/- (Rupees twenty-one thousand only) towards difference during the demotion period i.e. from 28-11-1995 to 30-6-1997, as full and final settlement.
4. It is agreed between the parties that the Employer/Party-II shall pay the said amount within 15 days from the date of filing the consent terms.
5. It is agreed between the parties that, all the claims/dispute raised before this Hon'ble Tribunal/Labour Court by the Workman/Party-I in the present matters shall stand conclusively settled and Workman/Party-I shall have no claim or any extra monetary benefits except which is computed herein above.
6. It is agreed between the parties that in terms of present settlement, claims raised in the matter bearing number LCC/1/97 shall also conclusively settled.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.



**Order**

No. 28/7/2001-LAB

The following Award dated 11-10-2002 in Reference No. IT/88/99 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 29th October, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/88/99

Workmen Rep. by Vicco Laboratories  
Workers Union, Managado, Corlim,  
Ilhas-Goa.

... Workman/Party-I

V/s

The Managing Director,  
M/s. Vicco Laboratories,  
Molaga de Orara,  
Corlim, Ilhas-Goa.

... Employer/Party-II

Workman/Party-I represented by Shri P. Goankar.

Employer/Party-II represented by Adv. Shri G. K. Sardesai.

Panaji, dated: 11-10-2002.

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 12-4-1998 bearing No. IRM/CON/(43)/99/3657 referred the following dispute for adjudication by this Tribunal.

Whether the following demands raised by the Goa Trade and Commercial Workers' Union, vide their letter dated 11-2-1999, before the management of M/s. Vicco Laboratories, Corlim-Goa, are justified?

**DEMANDS:**

(i) **Flat-Rise and Basic-Salary:-** It is demanded that each worker be paid a sum of Rs. 800/- Flat-Rise over and above existing salary as on 1-1-1999. The total

consolidated salary as on 1-1-1999 plus Flat-Rise of Rs. 800/- per month be placed in the pay-scales given below and fitted in the appropriate pay-scales as per their grade and nature of work to be applicable as Basic Pay of each worker with effect from 1-1-1999.

| Grade | Category     | Pay-Scales              |
|-------|--------------|-------------------------|
| (I)   | Semi-Skilled | 2500-250-3750-375-5625. |
| (II)  | Skilled      | 3000-300-4500-450-6700. |

(ii) **House Rent Allowance:-** It is demanded that with effect from 1-1-1999 each worker be paid House Rent Allowance of Rs. 400/- per month.

(iii) **Fixed Dearness Allowance:-** It is demanded that with effect from 1-10-1999, each worker be paid Rs. 500/- per month towards Fixed Dearness Allowance.

(iv) **Variable Dearness Allowance:-** It is demanded that with effect from 1-1-1999 each worker be paid a Variable Dearness Allowance @ Rs. 2/- per point above base AAICPI 1800 points (1960-100) to be revised every quarter.

(v) **Travelling Allowance:-** It is demanded that with effect from 1-1-1999, Rs. 500/- per month be paid as Travelling Allowance to each worker.

(vi) **Washing Allowance:-** It is demanded that with effect from 1-1-1999 each worker be paid Rs. 100/- per month towards Washing Allowance.

(vii) **Food Allowance:-** It is demanded that with effect from 1-1-1999 each worker be paid Food Allowance of Rs. 50/- per day.

(viii) **Bhatta for Outdoor Duty:-** It is demanded that with effect from 1-1-1999 each worker be paid a Bhatta for outdoor duty of Rs. 100/- per day.

(ix) **Insurance of 2 lakhs:-** That each worker be insured under the Group Personal Accident Insurance Scheme to the tune of Rs. 2 lakhs.

(x) **Leave Facilities:-** It is demanded that each worker be made eligible for the following leave facilities.

- (a) **Privilege Leave (PL):** 30 days per annum with a facility to accumulate upto 100 days.
- (b) **Casual Leave (CL) :** 10 days per annum with a facility to accumulate upto 30 days.
- (c) **Sick-Leave (SL) :** 10 days per annum with a facility to accumulate upto 30 days.
- (d) **Holidays :** 12 days per annum.

(xi) **Provident Fund:-** It is demanded that each worker be covered under the Provident Fund Scheme so as to enable them to get all the benefits including the pensionary-benefits.

(xii) **Letters of Confirmation:-** It is demanded that all the workers be issued the letter of Confirmation with correct date of joining of each worker.

(xiii) **Lockers, Rest Rooms and Eating Rooms:-** Should be provided.

(xiv) **Safety Shoes and Umbrellas/Rain-Coats:-** Should be provided to all workers without any discrimination.

(xv) **Uniforms:-** It is demanded that the management should provide to each worker two pairs of uniforms per annum.

(xvi) **Payment Slips:-** It is demanded that each worker be issued a detailed payment-slip.

(xvii) **First-Aid-Box:-** It is demanded that medicines and first Aid facilities should be provided.

(xviii) **Canteen:-** A detailed discussion and settlement should be called-for on all aspects of Canteen-including menu and other issues.

(xix) **Bonus:-** That Bonus should be paid to the workers on gross salaries earned by them at the rate of 20%.

(xx) **Travelling/Transport:-** Issue should be discussed.

(xxi) **Water Cooler:-** It is demanded that the management should install a water cooler inside the factory.

(xxii) **Caveat:-** The workers reserve the right to place additional demands during the discussions and before the final settlement is reached.

If the above demands are not justified, to what relief the workmen are entitled?"

2. On receipt of the reference a case was registered under No. IT/88/99 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. At the time when the reference was made by the Government the workmen were represented by Goa Trade and Commercial Workers Union (for short, "GT&CW Union"). The said union filed its statement of claim Exb. 3 in support of the demands raised on behalf of the workmen. The union stated that the Employer-Party-II (for short, "employer") is making huge profits and is in a good financial position to meet the demands of the workmen. The said union stated that the demands raised are fair and proper and they need be allowed. The employer filed an application dated 1-11-1999 at Exb. 5 stating that their workers have informed them that they have resigned from GT&CW Union and they have organised themselves into an union called Vicco Laboratories Workers Union (for short, "VLW Union"). The employer stated that VLW Union had raised a dispute in the matter of termination of service of 16 employees and in pursuance to the said dispute a settlement was arrived at between the management and the said union before the Conciliation Officer. The employer stated that VLW Union raised charter of demands on

the employer and hence it is apparent that all the workers have resigned from GT&CW Union. The employer stated that the GT&CW Union has no right or authority to represent their workmen and therefore the reference does not survive and it deserves to be rejected. The GT&CW Union filed reply objecting to the application. The said Union denied that the workers of the employer have resigned from the said union and have formed their own union called Vicco Laboratories Workers Union. The said union denied that VLW Union raised dispute in the matter of termination of service of 16 workmen and stated that the said dispute was raised by GT&CW Union. The said union also denied that a settlement was arrived at with VLW Union in the conciliation proceedings. The said union denied that the reference does not survive or that the same is liable to be rejected. The case was thereafter fixed for hearing arguments on the application filed by the employer at Exb. 5. However, before the arguments were heard the employer filed another application dated 13-10-2000 at Exb. 7. In the said application the employer stated that VLW Union has submitted fresh charter of demands dated 18-10-1999 which incorporated the same demands which were raised by the GT&CW Union and that pursuant to the said demands a settlement was arrived at before the Labour Commissioner u/s 12(3) of the Industrial Disputes Act, 1947. The employer therefore prayed that no dispute award be passed. The GT&CW Union filed reply objecting to the said application. The said union stated that the present reference is made by the Government at its instance and as such if any settlement is signed by the employer with VLW Union it is not binding on it and the same has no relevancy in the present reference. Thereafter VLW Union filed application dated 19-3-2001 at Exb. 9 for adding it as a party to the proceedings on the ground that all the workers of the employer have resigned from the membership of GT&CW Union and have formed their own union namely Vicco Laboratories Workers Union. The GT&CW Union filed reply at Exb. 10 objecting to the application whereas the employer filed reply at Exb. 11 stating that they have no objection for adding VLW Union as a party to the proceedings. Thereafter VLW Union filed affidavit of its General Secretary and along with the said affidavit also produced the copy of the letter dated 10-7-1999 signed by all the workers informing the GT&CW Union that they are resigning from the said union with immediate effect and that they are forming their own union and also that they are withdrawing the authority given to the said union. The VLW Union also furnished the names of the office bearers of the said union. Thereafter arguments were heard on the application filed by the VLW Union for impleading it as a party to the proceedings. In the course of the arguments Adv. Shri Suhas Naik, representing GT&CW Union admitted that the workers of the employer have resigned from the membership of GT&CW Union and they have formed an union called Vicco Laboratories Workers Union and has no objection if VLW Union is impleaded as a party to the proceedings and he made an endorsement to that

effect on the application filed by the VLW Union. This Tribunal thereafter passed an order dated 28-2-2002 holding that there is no question of adding or impleading VLW Union as a party to the proceedings in the circumstances of the case and that Goa Trade & Commercial Workers' Union is liable to be substituted by Vicco Laboratories Workers Union and accordingly the cause title was ordered to be amended. In pursuance to the said order the workmen were described as being represented by the President, Vicco Laboratories Workers Union in place of Goa Trade & Commercial Workers' Union. In view of the above the GT & CW Union cease to represent the workmen in the above reference and they were represented by VLW Union.

3. Thereafter VLW Union and the employer filed an application dated 26-9-2002 at Exb. 14 stating that VLW Union has submitted a fresh charter of demands dated 18-10-1999 incorporating the same demands which were raised by GT&CW Union by letter dated 11-12-1999 which is the subject matter of the present reference. The parties stated that a settlement dated 4-5-2000 was entered into before the Commissioner, Labour, u/s 12(3) of the Industrial Disputes Act, 1947 on the charter of demands raised by VLW Union. The parties produced the copy of the said settlement and prayed that no dispute award be passed in view of the settlement. Since according to the parties the charter of demands submitted by VLW Union dated 18-10-1999 contained the same demands raised by GT&CW Union by letter dated 11-12-1999 which is the subject matter of the present dispute and that the demands are settled by settlement dated 4-5-2000 signed before the Commissioner of Labour u/s 12(3) of the Industrial Disputes Act, 1947, the copy of which is produced along with the application dated 26-9-2002, the dispute does not exist and consequently the reference does not survive. Besides, the parties themselves have prayed for no dispute award in the application dated 6-9-2002 Exb. 14.

In the circumstances, I pass the following order.

**ORDER**

It is hereby held that the dispute does not exist in view of the settlement dated 4-5-2000 and consequently the reference does not survive.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

**Order**

No. 28/7/2001-LAB

The following Award dated 4-10-2002 in Reference No. IT/57/96 given by the Industrial Tribunal, Panaji-Goa

is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 29th October, 2002.

**IN THE INDUSTRIAL TRIBUNAL**

**GOVERNMENT OF GOA**

**AT PANAJI**

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/57/96

Workmen rep. by the President,  
Goa Trade and Commercial  
Workers Union, Panaji-Goa.

... Workman/Party-I

V/s

M/s. Welfits Pvt. Ltd.,  
Tivim Industrial Estate,  
Karaswada, Bardez-Goa.

... Employer/Party-II

Workman/Party-I represented by Adv. Shri Suhas Naik.

Employer/Party-II represented by Adv. Shri P. J. Kamat.

Panaji, dated: 4-10-2002.

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 1st November, 1996 bearing No. IRM/CON/MAP/9/94/11798 referred the following dispute for adjudication of this Tribunal.

Whether the action of the management of M/s. Welfits Pvt. Ltd., Karaswada, in terminating the services of Smt. Shalini S. Sawant, Kum. Rajani V. Kerkar and Kum. Jayanti J. Durbhatkar, all Helpers, with effect from 9-2-1994, is legal and justified?

If not, to what relief the workmen are entitled?

2. On receipt of the reference a case was registered under No. IT/57/96 and registered A.D. notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workmen/Party-I (for short, 'Union') filed its statement of claim at Exb. 4. The facts of the case in brief as pleaded by the union are that the Employer/Party-II (for short "Employer") is a proprietary concern

manufacturing shoe uppers having factory situated at Tivim Industrial Estate, Karaswada-Goa and having its registered office at St. Inez, Panaji-Goa. The employer refused employment to the workmen namely Ms. Rajani V. Kerkar, Smt. Shalini S. Sawant and Kum. Jayanti J. Durbhatkar (for short "Workmen") w.e.f. 9-2-1994. That the workmen raised industrial dispute before the Asst. Labour Commissioner, Mapusa-Goa on the same day complaining that the employment was refused to them. That all the workmen had completed 9 years of continuous service and they were not issued any letter of termination. That the Asst. Labour Commissioner issued notice to the employer on 14-2-1994 and by reply dated 19-2-1994 the employer requested the workmen to approach the factory incharge at the factory or the management at the Head Office, Panaji. That accordingly the workmen reported on various dates at both the places but they were refused employment by the employer. That thereafter the workmen approached the union and the union raised industrial dispute before the employer and the copy of the same was sent to the Asst. Labour Commissioner, Mapusa. That various meetings were fixed by the Asst. Labour Commissioner, Mapusa to resolve the dispute but the management did not attend the conciliation proceedings held by the Asst. Labour Commissioner, Mapusa. The union contended that the termination of services of the workmen w.e.f. 9-2-1994 without following the legal procedure is illegal and unjustified. The union therefore prayed that the employer should be directed to reinstate the workmen with full back wages and continuity of service.

3. The employer filed written statement at Exb. 6. The employer stated that no industrial dispute exists within the meaning of the Industrial Disputes Act, 1947 and therefore this Tribunal has no jurisdiction to decide the reference and the reference is liable to be rejected. The employer stated that the union has no locus standi to represent the workmen in the present dispute. The employer stated that none of the workmen have at any point of time raised any dispute either with the employer or with the Labour Commissioner and therefore the employer was surprised to receive a letter dated 14-2-1994 from the Asst. Labour Commissioner informing that the workmen had filed an application alleging that dispute exists between the workmen and the employer. The employer stated that by letter dated 19-2-1994 they requested the Asst. Labour Commissioner to direct the workmen to approach the factory incharge at the factory or the Head Office at Panaji but nothing was heard from them. The employer stated that the workmen Smt. Shalini S. Sawant was employed with them and she was laid off from 10-11-1984 from duty as the employer was unable to offer full employment on account of certain factors beyond their control but she was being paid as required under the provisions contained in the Industrial Disputes Act, 1947 and thereafter she was retrenched from 21-2-1985. The employer stated that entire compensation right from 10-11-1984 including retrenchment compensation as on 21-2-1985 was paid

as the employer had closed its operation for the reasons beyond their control. The employer stated that workman Shalini S. Sawant was re-employed as casual employee on 1-5-1985 on daily wages at the rate of Rs. 9.20 p.d. The employer stated that from 10-2-1994 without any notice she stopped attending the work and the employer was given to understand that due to her family responsibilities she was unable to attend to the work and therefore no action was initiated against her. The employer stated that workman Rajani Kerkar was laid off from 10-11-1984 from duty as the employer was unable to offer full employment to her on account of certain factors beyond their control. The employer stated that she re-joined as casual employee on 2-5-1985 on daily wages at the rate of Rs. 9.50 p.d. and that from 10-2-1994 without any notice she stopped attending the work and the employer was given to understand that due to her family responsibilities arising out of her marriage she was unable to attend to work and therefore no action was initiated against her. The employer stated that the workman Jayanti Durbhatkar was employed as casual employee from 23-1-1987 and was paid Rs. 9/- p.d. and that she abruptly and without any notice stopped attending duties from 10-2-1994. The employer denied that at any point of time the workmen reported for duties and stated that in case the workmen were interested in the employment the employer is ready and willing to offer employment to them on the same terms and conditions as were prevailing at the time of abandonment of employment by them. The employer stated that the workmen are not entitled to any relief as claimed by them. The union thereafter filed rejoinder at Exb. 7.

4. On the pleadings of the parties issues were framed at Exb. 8 and the case was fixed for the evidence of the union. The union examined the workmen namely Shalini Sawant and Jayanti Durbhatkar and the Secretary of the union namely Shri Narayan Palekar. No cross examination was conducted of the said witnesses on behalf of the employer as none remained present on behalf of the employer. After the evidence of the union was closed the case was fixed for the evidence of the employer on 14-6-2001. On this date Adv. Shri P. J. Kamat appeared on behalf of the employer and submitted that he wants to file a proper application for setting aside the order closing cross examination of the workmen and accordingly he filed an application dated 28-6-2001 at Exb. 14. The union filed reply objecting to the said application and the case was fixed for hearing arguments on the application filed by the employer. However at this stage the parties submitted that they are trying to arrive at an amicable settlement and at the request of both the parties the case was fixed on 19-9-2002 for filing terms of settlement. Accordingly on this date Advocate Shri Suhas Naik appeared along with the workmen and Adv. Shri P. J. Kamat appeared on behalf of the employer. They submitted that the dispute between the parties was amicably settled and they filed the terms of settlement dated 19-9-2002 at Exb. 15. Both the parties prayed

that award be passed in terms of the said settlement. I have gone through the terms of the said settlement which are duly signed by the workmen and the employer and their respective Advocates. I am satisfied that the terms of the settlement are certainly in the interest of the workmen. I, therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 19-9-2002 Exb. 15.

ORDER

1. It is agreed between the parties that the services of the workmen namely Ms. Shalini Sawant, Ms. Rajani Kerkar and Ms. Jayanti Durbhatkar are treated to have been properly terminated with effect from 31-5-1997 i.e. the date of closure of the establishment and its operation.
2. It is agreed between the parties that 3 employees shall be paid an amount towards notice pay, retrenchment compensation and gratuity as payable on the date of such termination i.e. 31-5-1997 as shown below and which include additional payment towards 75% of the back wages during the intervening period i.e. last working day and the closure of the establishment. That the total amount shown shall be paid on or before 15-10-2002.
  - 1) Ms. Shalini Sawant Rs. 7,424/- + Rs. 15,000/- = Rs. 22,424/-
  - 2) Ms. Rajani Kerkar Rs. 8,908/- + Rs. 18,000/- = Rs. 26,908/-
  - 3) Ms. Jayanti Durbhatkar Rs. 6,270/- + Rs. 15,000/- = Rs. 21,270/-
3. It is agreed that an amount equivalent to 10% of the dues payable to each of the workman shall be deducted by the employer and paid to Goa Trade and Commercial Workers' Union representing these workmen by Demand Draft drawn in favour of the Union towards union fees on or before 15-10-2002.
4. It is agreed that the acceptance of the dues by individual workperson in accordance with the terms of this settlement shall amount to authority given by such employee for such deduction mentioned above.
5. It is further agreed that the management shall be entitled to deduct the amount of Rs. 4,261/- paid to Ms. Rajani Kerkar in the past when she has directly approached the management and received the amount in full and final settlement. This is without prejudice to the management's contention that her dispute stands settled and that she is not entitled for any amount.
6. It is agreed and declared that the amount payable by the company to the workpersons in the manner hereinabove provided for are in full and final settlement and satisfaction of all

claims of the workpersons against the company including the claim for compensation for loss of office or otherwise what-so-ever.

No order as to cost. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

Notification

No. 28/7/2001-LAB

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 29-10-2002, in reference No. IT/24/2000, is hereby published as required by section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Dr. M. Modassir, Special Secretary (Labour).

Panaji, 27th November, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/24/2000

Shri Suresh Gawas,  
Rep. by Goa Trade & Commercial  
Workers Union, Velho Building,  
2nd Floor, Panaji-Goa. ... Workman/Party-I

V/s

M/s. Automobile Corporation of  
Goa Limited, Honda, Satari-Goa. ... Employer/Party-II

Workman/Party-I represented by Adv. Shri Suhas Naik.

Employer/Party-II represented by Adv. Shri M. S. Bandodkar.

Panaji, dated: 29-10-2002.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 12th January, 2000, bearing No. IRM/CON-MAP/(26)/98/267 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Automobile Corporation of Goa Limited, Honda, Satari-Goa in refusing employment to Shri Suresh Gawas, workman with effect from 27-4-1998, is legal and justified?

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/24/2000 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman/Party-I (for short, "Workman") filed his statement of claim at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party-II (for short, "Employer") from the year 1998 as a Canteen boy. That suddenly on 27-4-1998 the Manager of the Canteen of the employer called him in his cabin and asked him to sign a letter which was already kept ready. That he initially refused to sign the said letter but after he was threatened by the Manager that if he did not sign the letter he would be handed over to the Police under the charge of theft, he signed the said letter. That his signature was obtained forcibly by the Manager Mr. Mhapankar, Mr. Malya and Mr. Andrew Gonsalves by locking him inside the cabin and that he did not know the contents of the said letter. That immediately thereafter the workman by his letter dated 28-4-1998 informed the Managing Director that the Canteen Manager Mr. Mhapankar has taken his signature forcibly and the copy of the said letter was also marked to the Labour Commissioner. That since no action was taken in the matter the workman raised the industrial dispute and in the conciliation proceedings held by the Asst. Labour Commissioner the management filed reply stating that he had voluntarily resigned from service. That the conciliation proceedings ended in failure because the management took an adamant and rigid stand in not attending the conciliation proceedings. The workman contended that since his signature was taken on the resignation forcibly, under duress, threat and coercion it is totally illegal and unjustified and it amounts to illegal refusal of employment. The workman contended that the action of the management in refusing employment to him is illegal and unjustified and as such he is entitled to reinstatement in service with full back wages and other consequential benefits.

3. The employer filed written statement at Exb. 5. The employer admitted that the workman was employed with the employer as a Canteen boy w.e.f. 1st January, 1996. The employer stated that on 22nd April, 1998 the Security personnel detected that the workman was going away with the property belonging to the employer and therefore a show cause notice dated 23rd April, 1998 was issued to him. The employer stated that the workman by reply dated 25th April, 1998 admitted that he had committed the above act. The employer stated that since disciplinary action was contemplated, the workman submitted his resignation letter dated

27th April, 1998 because he did not face the enquiry and the acceptance of this resignation was communicated to the workman. The employer denied that the Manager Mr. Mhapankar called the workman in his cabin on 27-4-1998 and asked him to sign one letter. The employer stated that there is no Manager or person working as Manager by the name Shri Kishor Mhapankar and therefore the allegations made by the workman are false. The employer denied that the signature of the workman was forcibly obtained by locking him inside the cabin by Mr. Mhapankar, Mr. Mallya and Mr. Andrew Gonsalves. The employer denied that none appeared on behalf of the management in the conciliation proceedings before the Asst. Labour Commissioner, Mapusa and stated that the employer was represented by the Officer of the company. The employer denied that the signature of the workman was obtained under threat, duress or coercion or that there is any illegal refusal of employment to the workman. The employer denied that the workman is entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 6.

4. On the pleadings of the parties issues were framed at Exb. 7 and thereafter the case was fixed for the evidence of the workman. However, before the evidence was recorded the parties submitted that they are trying to arrive at an amicable settlement and therefore at the request of the parties the case was fixed on 14-10-2002 for filing the terms of settlement. Accordingly on this date Adv. Shri Suhas Naik appeared along with the workman and Adv. Shri S. K. Mandrekar holding for Adv. M. S. Bandodkar appeared on behalf of the employer. Both the parties submitted that the dispute was amicably settled and they filed the terms of settlement dated 14-10-2002 at Exb. 8. Both the parties prayed that consent award be passed in terms of the said settlement. I have gone through the terms of settlement which are duly signed by the workman as well as the employer and by their respective advocates. I am satisfied that the said terms are certainly in the interest of the workman. I therefore accept the submission made by the parties and pass the consent award in terms of the settlement dated 14-10-2002 Exb. 8.

#### ORDER

1. It is agreed between the parties that the Management of M/s. Automobile Corporation of Goa Limited shall pay a sum of Rs. 10,000/- (Rupees ten thousand only) to Mr. Suresh Gawas in full and final settlement of all his claims arising out of his employment and claims arising out of the reference mentioned hereinabove except gratuity amount.
2. Mr. Suresh Gawas shall accept the said amount of Rs. 10,000/- mentioned in clause 1 above, in full and final settlement of all his claims except gratuity amount, arising out of his employment with the company and reference mentioned hereinabove and further confirm that nothings



further is due and payable to him from the company which can be computed in terms of money except gratuity amount and this settlement is satisfy all his claims of reference including his any claim of reinstatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

**Notification**

No. 28/7/2001-LAB

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 11-11-2002, in reference No. IT/22/99, is hereby published as required by section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa

Dr. M. Modassir, Special Secretary (Labour).

Panaji, 27th November, 2002.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/22/99

Shri Lester G. Barretto,  
Residence No. 057, Sirvodem,  
P. O. Navelim, Salcete Goa. ... Workman/Party I

V/s

The Branch Manager,  
M/s. Anagram Finance Limited,  
Raju Chamber, 105 Dr. Atmaram  
Borkar Road, Panaji Goa. ... Employer/Party-II(1)

M/s. Arvind Mills Ltd.  
Railway pura Rost, Naroda Road,  
Ahmedabad, State Gujarat. ... Employer/Party-II(2)

Workman/Party-I — Represented by Adv. Shri P. J. Kamat.

Employer/Party-II(1)— Ex-Parte.

Employer/Party-II(2) — Represented by Adv. Shri S. N. Joshi.

Panaji, dated: 11-11-2002.

**AWARD**

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 22-2-1999 bearing No. IRM/CON/(84)/98/992 referred the following dispute for adjudication of this Tribunal.

1. Taking into consideration the contention of Shri Lester G. Barreto that his resignation was obtained under duress by the employer, whether refusal of employment to him thereafter with effect from 15-5-1998, by M/s. Anagram Finance Limited, is legal and justified?

2. If not, to what relief the workperson is entitled?

2. On receipt of the reference a case was registered under No. IT/22/99 and registered A.D. notice was issued to the parties. The Workman/Party-I (for short 'workman') received the notice and put in his appearance and was represented by Adv. Shri P. J. Kamat, The Employer/Party -II(1) though duly served with the notice did not appear and therefore the case was proceeded ex-parte against the Employer/Party-II (1) on 1-6-99. The workman filed his statement of claim at Exb. 3. In the said statement of claim he contended that he was appointed as a Commercial Assistant by the Employer/Party-II (1) (for short M/s. Anagram Finance Ltd.) vide order dated 11-1-1996 and he joined the service from 1-2-96. That he was confirmed in service from 1-8-96 vide confirmation letter dated 1-8-96. That he was forced to write a resignation letter dated 15-5-98 on account of the threats given to him by the officials of M/s. Anagram Finance and that he was further told that if he made any complaint against them he will face dire consequences. The workman contended that forcing him to sign resignation letter is an act of refusal of employment to him by M/s. Anagram Finance from 15-5-98. The workman stated that he raised an the industrial dispute and in the conciliation proceedings M/s. Anagram Finance took the stand that he had voluntarily resigned from service and he was relieved after paying to him all his terminal dues. The workman contended that the act of M/s. Anagram Finance of refusal of employment to him from 15-5-98 is illegal, unjust and malafied and therefore he is entitled to reinstatement in service with full back wages and continuity in service.

3. Along with the claim statement the workman also filed an application for impleading ICICI as a party to the proceedings on the ground that M/s. Anagram Finance has been taken over by ICICI and hence any relief to be granted by this Tribunal will have to be implemented by the said Corporation. The notice of the said application was given to ICICI Corporation who filed reply at Exb. 5 objection to the application. The said Corporation stated that it came to be merged with M/s. Anagram Finance pursuant to the scheme



of amalgamation sanctioned by the High Court of Bombay in Company Petition No. 623 of 1998 and the Company application No. 317 of 1998 and the High Court of Gujarat at Ahmedabad in Company Petition No. 167 of 1998 and the company application No. 198 of 1998. The Corporation stated that as per Clause 12(a) of the said Scheme of amalgamation the Corporation agreed to take in its employment only such of the employees whose names were specifically accepted by the Corporation. The Corporation stated that 15 employees who had resigned from the services of M/s. Anagram Finance prior to 31st July, 98 had approached the Gujarat High Court by filing Company application No. 380 of 1998 in Company Petition No. 167 of 1998 and by order dated 13-4-99 the High Court clarified that for the claims of employees of, M/s. Anagram Finance who are not absorbed by the ICICI Corporation the responsibility will be that of the promoter group of which M/s. Arvind Mills Ltd. is a flagship Company. The Corporation stated that admittedly the workman submitted his resignation on 15-5-98 and his name was not included in the names indicated by M/s. Anagram Finance as referred to in Clause 12(a) of the amalgamation Scheme. The Corporation stated that in view of the above facts it cannot be treated as "transferee" and consequently it could not be added as a party to the proceedings and that the proper party in the above proceedings is M/s. Arvind Mills Ltd. After hearing the workman and ICICI Corporation this Tribunal passed an order dated 15-3-2000 at Exb. 9 holding that ICICI Corporation is not a necessary party in the above proceedings and ordered that M/s. Arvind Mills Ltd. shall be added as a Party-II(2) in the above reference. Thereafter the Party-II(2) M/s. Arvind Mills Ltd. (for short "M/s. Arvind Mills") filed written statement at Exb. 10 denying the claim made by the workman in the statement of claim and submitted that the workman is not entitled to any relief as claimed by him. Thereafter the workman filed rejoinder at Exb. 11.

4. On the pleadings of the parties issues were framed at Exb. 12 and subsequently the evidence of the workman was recorded. After the evidence of the workman was closed the case was fixed for recording the evidence of the employer i.e. M/s. Arvind Mills Ltd. On 23-10-2002 the date on which the case was fixed for recording the evidence of the employer Adv. Shri P. J. Kamat appeared along with the workman and Adv. Shri S. N. Joshi appeared on behalf of M/s. Arvind Mills Ltd. They submitted that the disputes between the parties is amicably settled and

they filed the terms of settlement dated 23-10-2002 at Exb. 17. They prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement which are duly signed by the workman and M/s. Arvind Mills Ltd. and by their respective advocates I am satisfied that the terms of the settlement are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in the terms of the settlement dated 23-10-2002 at Exb. 17.

#### ORDER

1. It is agreed between the Management of M/s. Arvind Mills Ltd., Party II and Mr. Lester Barreto, Party I, that the Management shall pay an amount of Rs. 1,25,000/- (Rupees One Lakh and Twenty five thousand only) to Mr. Lester Barreto in full and final settlement of all his dues.
2. It is agreed between the parties that in view of the payment of the above amount the workman Mr. Lester Barreto does not press for his demand of reinstatement in service with back wages and other benefits.
3. It is agreed and declared that the amount payable by the Company to the workman in the manner hereinabove provided for is in full and final settlement and satisfaction of all his claims against the Company including the claim for compensation for loss of office or otherwise whatsoever.
4. It is agreed between the parties that the parties to this reference shall have no claim of whatsoever nature against each other in view of the above terms of settlement.
5. The workman Mr. Lester Barreto acknowledges the receipts of an amount of Rs. 1,25,000/- (Rupees one lakh and twenty five thousand only) by cheque No. 505269 dated 21-10-2002 drawn on ICICI Bank payable at Par.

No order as to cost. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.